

SUMMER FOOD SERVICE PROGRAM AGREEMENT TO PARTICIPATE

AGENCY NAME _____

LEGAL (IRS) ADDRESS	CITY	COUNTY	ZIP + 4
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THIS AGREEMENT IS MADE AND ENTERED INTO:

In order to carry out the purpose of Section 13 of the National School Lunch Act, (42 U.S.C.) as amended, and the regulations issued thereunder (7 CFR Part 225) governing the Summer Food Service Program, hereinafter referred to as SFSP, and the California Department of Education, hereinafter referred to as CDE, and the agency, whose name and address appear above, agree to comply with 7 CFR Part 225, and all requirements developed pursuant to and imposed by these regulations. Portions from 7 CFR Part 225, outlining the major operational requirements and provisions, as adopted by CDE, are cited in the attached.

This agreement will be effective for the period indicated below unless terminated as provided herein. Reimbursement will commence on the beginning date of this agreement and continue to the ending date only if the agency operates in full compliance with all SFSP regulations.

FOR THE AGENCY:

CERTIFICATION:

I accept, on behalf of the agency, final administrative and financial responsibility for total Summer Food Service Program operations at all sites, submitted on the Site Information Sheet. Reimbursement will be claimed only for meals served to eligible children during the hours they are in attendance at summer food service sites approved by CDE for the Summer Food Service Program. In accordance with 7 CFR Part 225.6(e) this certifies that SFSP and participating sites under its jurisdiction shall comply with all provisions of 7 CFR Part 225 and all applicable State laws which are hereby incorporated by reference. All children in attendance at approved sites will be offered the same meals with no physical segregation or other discrimination because of economic need, race, color, national origin, gender, religion, age, or disability.

I know that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes.

SIGNATURE OF AUTHORIZED REPRESENTATIVE:	PRINTED NAME:	TELEPHONE: ()
	TITLE:	DATE:

CALIFORNIA DEPARTMENT OF EDUCATION

FOR THE CALIFORNIA DEPARTMENT OF EDUCATION, NUTRITION SERVICES DIVISION

Janice Hunt, Manager
Summer Food Service Program Unit
Nutrition Services Division

APPROVED _____

_____ Date

EFFECTIVE DATES					
FROM	/	/	TO	/	/

- OVER -

THE AGENCY ASSURES CDE THAT IT IS ELIGIBLE TO PARTICIPATE AS A:

- A. Public or private nonprofit School Food Authority;
- B. Public or private nonprofit residential summer camp;
- C. Unit of local, municipal, county, or state governments;
- D. Public or private nonprofit college or university which is currently participating in the National Youth Sports Program;
- E. Private nonprofit organizations as defined in 7 CFR Part 225.2; and

THE AGENCY AGREES TO:

- A. Comply with and meet responsibilities and requirements set forth in 7 CFR Part 225, this agreement with California Department of Education (CDE) and all SFSP guidelines issued by CDE.
- B. Annually issue a Free Meal policy statement and media release as certified in Schedule C of this agreement.
- C. Demonstrate financial and administrative capability for SFSP operations and accept final financial and administrative responsibility for total SFSP operations at all sites at which it proposes to conduct a food service.
- D. Operate a nonprofit food service as demonstrated by food service program income and expenditure records, using SFSP meal reimbursement solely for food service program operations.
- E. Maintain adequate administrative and operational personnel for overall management, training and monitoring of each food service operation to ensure compliance with the terms of this agreement and to promptly take such actions as is necessary to correct deficiencies.
- F. Comply with all time restrictions for meal service as set forth in 7 CFR Part 225.16 (c).
- G. Serve and claim meals, which meet the minimum requirements, prescribed in the meal pattern for children as set forth in 7 CFR Part 225.16, or such meal patterns as approved for agency use by CDE.
- H. Claim reimbursement for one meal each day, a breakfast, a lunch, or supplement; or two meals each day, if one is a lunch and the other is a breakfast or a supplement, as approved by CDE. Residential camps and migrant camps are eligible to serve children up to three meals a day, as approved by CDE.
- I. Submit claims to CDE by the 10th of the month following the month covered by the claim; forfeit reimbursement for failure to submit claims by the 20th day of the second month following the month covered by claim.
- J. Provide supporting documentation for claims for reimbursement and for audit and review purposes by maintaining the following records:
 - 1. Daily records indicating the number of meals, by type (breakfast, lunch, dinner, and supplements), served to children and to adults performing necessary food service labor;
 - 2. Copies of menus and menu production work sheets which will show the kinds and amounts of food prepared and served, and any other food service records required by CDE;
 - 3. Copies of invoices, receipts, or other records required by CDE to document administrative and operating costs charged to SFSP by the agency;
 - 4. Maintain accurate records, which justify all costs and meals, claimed.
- K. Return advance payments to CDE upon request by CDE, or upon cancellation or termination of this agreement.
- L. Promptly pay to CDE all monies owed upon demand by CDE and after any and all appeal options have been exercised.
- M. Provide necessary facilities for storing, preparing, and serving food. Maintain these facilities in conformance with proper sanitation and health standards and all-applicable state and local laws and regulations.
- N. Keep all SFSP records, for three full years, after the close of the fiscal year to which they pertain, or until the resolution of any issues raised by an audit. Upon request by authorized officials, make all accounts and records available, for audit or review, at a reasonable time and place.
- O. Provide for an audit in accordance with applicable federal Office of Management and Budget (OMB) Circular (A133). Comply with all other applicable OMB Circulars for Nonprofit Organizations [(A-122) and (A-110)], State, Local and Indian Tribal Governments [(A-87) and (A-102)] or Educational Institutions [(A-21) and (A-110)].

- P. Comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1973, Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, and USDA's regulations concerning nondiscrimination (7 CFR Parts 15 and 15b), including requirements for racial and ethnic participation data collection, public notification of the nondiscrimination policy and reviews to assure compliance with such policy to the effect that no person in the United States shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the agency receives federal financial assistance from CDE and the United States Department of Agriculture (USDA), and hereby give assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of, and for the purpose of, obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grants or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvement made with federal financial assistance extended to the program applicant by CDE. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance, for purchase or rental of service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the agency agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI; permit authorized CDE or USDA personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, CDE will have the right to seek judicial enforcement of this assurance.

This assurance is binding on the program applicant, its successors, transferees, and assignees as long as they receive assistance, or retains possession of any assistance,

- Q. Comply with the following additional provisions:

1. Provide program-training sessions for its administrative and site personnel and will allow no site to operate until personnel have attended at least one training session. Training will, at a minimum, include: the purpose of the program; site eligibility; record keeping; site operations; meal pattern requirements; and duties of a monitor. Each sponsor will ensure that its administrative personnel attend state agency training, and sponsors will provide training throughout the summer, and annually if it applies. Each site will have present at each meal service at least one person who has received training.
2. Review each site at least once during the first week of operation to assess compliance with SFSP requirements and promptly take such actions as are necessary to correct any deficiencies.
3. Review food service operations at each site at least once during the first four weeks of SFSP operations, and thereafter maintain a reasonable level of site monitoring.
4. Administer the SFSP from an ongoing office site staffed by administrative personnel located within the State of California.
5. Maintain all SFSP payments in an interest-bearing account. Any interest earned will be used for the enhancement of the SFSP and documentation will be maintained.
6. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 7 CFR Part 3017, the recipient agency certifies that it will continue to provide a drug-free workplace.

CDE AND THE AGENCY MUTUALLY AGREE THAT:

- A. The Application, Management Plan, Site Information Sheets, Schedules A, B, C, and D, and 7 CFR Part 225 (regulations) will be part of this agreement and

will represent the agency's approved SFSP participation for the effective dates of this agreement.

- B. Upon written notification to CDE, and in accordance with procedures established by CDE, eligible sites may be added to or deleted from this agreement.
- C. This agreement may be terminated by the agency within ten days of written notice to CDE or by CDE in accordance with applicable laws and regulations. No termination or expiration of this agreement will affect the obligation of the agency to retain records and to make such records available for audit or relieve the agency of the obligation to repay any funds owed CDE.
- D. If CDE determines that the agency or its contract food service vending company has failed to comply with this agreement or has violated the laws of the SFSP by evidence found in audits, investigations, or other reviews, CDE may use the evidence as a basis for nonpayment of claims for reimbursement, recovery of payments made to the agency subsequently disallowed, and termination from the SFSP.

DEBARMENT

- A. Executive Order 12549, Debarment and Suspension, 7 CFR 3017.
 - 1. The recipient agency certifies, that in its operation of a Summer Food Service Program (SFSP), neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the recipient agency is unable to certify to any of the statements in this certification, such agency shall attach an explanation to this proposal.

LOBBYING

- A. As required by Section 1352 Title 31 of the U.S. Code, and implemented at 7 CFR Part 3018 for persons entering into a grant or cooperative agreement over \$100,000 per year as defined at 7 CFR Part 3018, the recipient agency certifies that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the recipient agency, to any person for influencing or attempting to influence an officer or employee of any agency, a member, an officer or employee of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification on any Federal grant or cooperative agreement.

WARNING STATEMENT OF CRIMINAL PROVISIONS AND PENALTIES **As established in Section 13 (o) of the National School Lunch Act [42 U.S.C. 1761 (o)]:**

- A. Whoever, in connection with any application, procurement, record keeping entry, claim for reimbursement or statement made in connection with the SFSP, knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false fictitious, or fraudulent statement or entry, or whoever, in connection with the SFSP, knowingly makes an opportunity for any person to defraud the United States, or does or omits to do any act with intent to enable any person to defraud the United States, will be fined not more than \$10,000 or imprisoned not more than five years, or both.
- B. Whoever being a partner, officer, director, or managing agent connected in any capacity with any partnership, association, corporation, business, or organization, either public or private, that receives benefits under the SFSP, knowingly or willfully embezzles, misapplies, steals, or obtains by fraud, false statement, or forgery, any benefits provided by this SFSP, or any money, funds, assets, or property derived from benefits provided by this SFSP, will be fined not more than \$10,000 or imprisoned for not more than five years, or both (but, if the benefits, money, funds, assets, or property involved is not more than \$200, then the penalty will be a fine of not more than \$1,000 or imprisonment for not more than one year, or both).
- C. If two or more persons conspire or collude to accomplish any act described in Paragraphs (A)(5)(I)(a) and (b) of Section 225.6, and one or more of such persons do any act to affect the object of the conspiracy or collusion, each will be fined not more than \$10,000 or imprisoned for not more than five years, or both.

TERMINATION PROCEDURES:
As established by Section 225.11(c) of the SFSP regulations:

- A. CDE will terminate the SFSP agreement with any sponsor, which it determines to be seriously deficient. However, CDE will afford a sponsor reasonable opportunity to correct problems before terminating the sponsor for being seriously deficient.
- B. CDE may approve the application of a sponsor, which has been disapproved or terminated in prior years in accordance with this paragraph if the sponsor demonstrates to the satisfaction of CDE that the sponsor has taken appropriate corrective actions to prevent recurrence of the deficiencies. Serious deficiencies which are grounds for disapproval of applications and for termination includes, but are not limited to any of the following:
 - 1. Noncompliance with the applicable bid procedures and contract requirements of Federal Child Nutrition Program regulations.
 - 2. The submission of false information to CDE.
 - 3. Failure to return to the CDE any start-up or advance payments which exceeded the amount earned for serving meals in accordance with Part 225, or failure to submit all claims for reimbursement in any prior year, provided that failure to return any advance payments for months for which claims for reimbursements are under dispute from any prior year, will not be grounds for disapproval in accordance with this paragraph.
 - 4. SFSP violations at a significant proportion of the sponsor's sites. Such violations include, but not limited to, the following:
 - a. Noncompliance with the meal service time restrictions set forth in Section 225.16 (c).
 - b. Failure to maintain adequate records.
 - c. Failure to adjust meal orders to conform to variations in the number of participating children.
 - d. The simultaneous service of more than one meal to any child.
 - e. The claiming of SFSP payments for meals not served to participating children.
 - f. Service of a significant number of meals, which did not include required quantities of all meal components.
 - g. Excessive instances of off-site meal consumption
 - h. Continued use of food service management companies that are in violation of health codes.

CDE AGREES TO:

- A. Reimburse the agency in accordance with 7 CFR Part 225 upon timely submission of an acceptable claim for reimbursement. Major meals and supplemental meals served in accordance with 7 CFR Part 225 to eligible children at sites approved by CDE and listed on Schedule A of this agreement will be reimbursed as follows:
 - 1. Reimburse the agency for the number of meals, by type served to participants, multiplied by the appropriate rates of reimbursement. CDE will reimburse the agency in accordance with the allowable reimbursement method selected by the agency.
 - 2. During any fiscal year, total payments to an agency will not exceed allowable food service operating and administrative costs, less income to the food service.
- B. Notify the agency of any changes in the minimum meal requirements, the reimbursement rates, or in the federal regulations.
- C. Provide technical and supervisory assistance to facilitate effective SFSP operations, monitor progress toward achieving the SFSP goals, ensure compliance with policies, SFSP regulations (7 CFR Part 225), and nondiscrimination regulations issued under Title VI of the Civil Rights Act of 1964, and conduct a SFSP compliance review.
- D. Notify the agency of its right to request an appeal of decisions made by the CDE which affect the participation of the agency in the SFSP or the agency's claim for reimbursement.